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Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

EVERETT W. JAMES,	)	Civil No. 05-00746 JMS/BMK
	)	
Plaintiff,	)	STIPULATION FOR ENTRY OF
	)	PERMANENT INJUNCTION
vs.	)	AND JUDGMENT;
	)	(PROPOSED) JUDGMENT AND
	)	PERMANENT INJUNCTION
AMERICAN PACIFIC	)	
UNIVERSITY, THE	)	
EMPOWERMENT	)	
PARTNERSHIP, LLC,	)	
ADVANCED NEURO	)	
DYNAMICS, INC., MATTHEW	)	
B. JAMES, and SOOMI JAMES,	)	
	)	
Defendants.	)	

STIPULATION FOR ENTRY OF PERMANENT  
INJUNCTION AND JUDGMENT

Plaintiff EVERETT W. JAMES and defendants AMERICAN  
PACIFIC UNIVERSITY, THE EMPOWERMENT GROUP LLC, formerly

known as the Empowerment PARTNERSHIP, LLC, ADVANCED NEURO DYNAMICS, INC., MATTHEW B. JAMES, and SOOMI JAMES hereby stipulate to the following terms, and that the Court may enter a final Judgment and Permanent Injunction in favor of plaintiff and against defendants, in the proposed form attached hereto, without further notice or appearance by the parties, as follows:

1. Plaintiff alleges that:

A. Plaintiff is the owner of the following trademarks

TIME LINE THERAPY, Federal  
Registration Nos.1890438 and 1818198

CREATING YOUR FUTURE, Federal Registration  
Nos. 2778363, 2778362 and 0986952

THE SECRET OF CREATING YOUR FUTURE,  
Federal Registration Nos. 1780127,1724378 and  
2862394.

B. Plaintiff has enforceable trademark rights in his name,  
voice and image.

C. Plaintiff and the defendants are engaged in the same  
or related businesses.

D. Defendants, without plaintiff's authorization or consent,  
have used the trademarks listed in subparagraphs A and B above.

E. Defendants' use of the trademarks listed in subparagraphs A and B above, without plaintiff's consent, constitutes infringement of plaintiff's trademark rights.

2. Without admitting or denying liability arising from the allegations set forth in paragraph 1 above, defendants hereby stipulate to the entry of the permanent injunction in the form attached hereto.

3. Defendants irrevocably and fully waive notice of entry of the Judgment and Permanent Injunction, and understand and agree that violation of the Judgment and Permanent Injunction will expose defendants to all penalties provided by law, including for contempt of Court.

4. Defendants irrevocably and fully waive any and all right to appeal the Judgment and Permanent Injunction, to have it vacated or set aside, to seek or obtain a new trial thereon, or otherwise to attack in any way, directly or collaterally, its validity or enforceability.

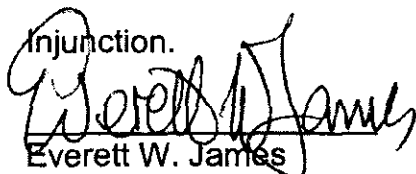
5. Defendants shall not make any public statements that are inconsistent with any term of this Stipulation to Judgment and Permanent Injunction.

5. Defendants shall not make any public statements that are inconsistent with any term of this Stipulation to Judgment and Permanent Injunction.

6. Defendants acknowledge that they have read this Stipulation to Judgment and Permanent Injunction, and the attached (Proposed) Judgment and Permanent Injunction, have had the opportunity to have them explained by counsel of their own choosing, fully understand them and agree to be bound thereby, and will not deny the truth or accuracy of any term or provision herein. Defendants warrant and represent that they have full authority and that there are no legal impediments to their execution and entry into this Stipulation to Judgment and Permanent Injunction.

7. The Court shall maintain continuing jurisdiction over this action for the purpose of enforcing this final Judgment and Permanent

Injunction.



Everett W. James

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Matthew B. James


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Soomi James

6. Defendants acknowledge that they have read this Stipulation to Judgment and Permanent Injunction, and the attached (Proposed) Judgment and Permanent Injunction, have had the opportunity to have them explained by counsel of their own choosing, fully understand them and agree to be bound thereby, and will not deny the truth or accuracy of any term or provision herein. Defendants warrant and represent that they have full authority and that there are no legal impediments to their execution and entry into this Stipulation to Judgment and Permanent Injunction.


7. The Court shall maintain continuing jurisdiction over this action for the purpose of enforcing this final Judgment and Permanent Injunction.

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Everett W. James


  
\_\_\_\_\_  
Matthew B. James

  
\_\_\_\_\_  
Soomi James

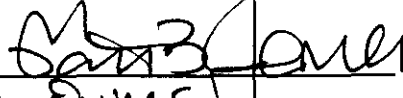
American Pacific University LLC

By   
Its Pres


The Empowerment Partnership,

By   
Its Manager


Advanced Neuro Dynamics, Inc.

By   
Its Owner

REVIEWED AND APPROVED:

  
PAUL MAKI

Attorney for Plaintiff Everett W. James

  
WILLIAM G. MEYER III  
Attorney for Defendants

James v. American Pacific University, et al., Civil No. 05-00746  
JMS/BMK, Stipulation for Entry of Permanent Injunction and Judgment